

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Docket HWCA 2003 0194

Industrial Service Oil Company, Inc.  
1700 South Soto Street  
Los Angeles, CA 90023

CONSENT ORDER

ID No. CAD099452708

Health and Safety Code  
Section 25187

Respondent.

The State Department of Toxic Substances Control (Department) and Industrial Service Oil Company, Inc. (Respondent) enter into this Consent Order and agree as follows:

1. Respondent treats, stores, and/or disposes of hazardous Waste at 1700 Soto Street, Los Angeles, California 90023 (Site).

2. The Department inspected the Site on: June 28, 29, July 11, and 13, 2001 (2001 Inspection); August 20, 22, 23, 26, and 29, 2002 (2002 Inspection); and May 26, 29, June 2, and 9, 2003 (2003 Inspection).

3. The Department alleges the following violations:

3.1. The Respondent violated Health and Safety Code section 25202, subdivision (a) in that Respondent stored processed used oil, a hazardous waste, in six storage tanks (Tanks #100, #200, #300, #400, #600, and #700) without a permit, or other authorization from the Department. To wit: In its letter, dated August 25, 2000, the Department informed Respondent that the six storage tanks in question did not contain hazardous waste in 1988 and, therefore, are not included within the 350,000 gallon storage capacity as authorized by the 1988 Part A application. Further, in its

1 letter, dated August 25, 2000, the Department required the Respondent to submit an  
2 application for an Interim Status Modification within 120 days of the date of that letter in  
3 order for the Respondents to use tanks not authorized by the 1988 Part A application  
4 and thereby come into compliance. The Respondent did not submit an application for an  
5 Interim Status Modification within the stated 120 days.

6 3.2. The Respondent violated Health and Safety Code section 25202,  
7 subdivision (a) in that on or about March 1, 21, and May 1, 2001 Respondent stored  
8 used oil, a hazardous waste, in a railcar for greater than 10 days without a permit or  
9 grant of authorization from the Department.

10 4. A dispute exists regarding the alleged violations. Respondent does not  
11 admit the alleged violations.

12 5. The parties wish to avoid the expense of litigation and to ensure prompt  
13 compliance.

14 6. Jurisdiction exists pursuant to Health and Safety Code section 25187.

15 7. Respondent waives any right to a hearing in this matter.

16 8. This Consent Order shall constitute full settlement of the violations  
17 alleged above, but does not limit the Department from taking appropriate enforcement  
18 action concerning other violations.

19 SCHEDULE FOR COMPLIANCE

20 9. Respondent shall comply with the following:

21 9.1. Effective immediately, Respondent shall cease storing processed  
22 used oil, which has not been certified as recycled oil, in storage tanks #100, #200, #300,  
23 #400, #600, and #700, unless it first applies and obtains the proper authorization from  
24 the Department.

25 9.2. Effective Immediately, Respondent shall cease storing hazardous  
26 waste in railcars for longer than 10 days, unless it first applies and obtains the proper  
27 authorization from the Department.

28

1                   9.3. Submittals: All submittals from Respondent pursuant to this Consent  
2 Order shall be sent to:

3                   Florence Gharibian, Chief  
4                   Southern California Branch  
5                   Statewide Compliance Division  
6                   Department of Toxic Substances Control  
7                   1011 North Grandview Avenue  
8                   Glendale, California 91201

9                   9.5. Communications: All approvals and decisions of the Department  
10 made regarding such submittals and notifications shall be communicated to Respondent  
11 in writing by a Branch Chief, Department of Toxic Substances Control, or his/her  
12 designee. No informal advice, guidance, suggestions, or comments by the Department  
13 regarding reports, plans, specifications, schedules, or any other writings by Respondent  
14 shall be construed to relieve Respondent of its obligation to obtain such formal  
15 approvals as may be required.

16                   9.6. Department Review and Approval: If the Department determines that  
17 any report, plan, schedule, or other document submitted for approval pursuant to this  
18 Consent Order fails to comply with the Order or fails to protect public health or safety or  
19 the environment, the Department may return the document to Respondent with  
20 recommended changes and a date by which Respondent must submit to the  
21 Department a revised document incorporating the recommended changes.

22                   9.7. Compliance with Applicable Laws: Respondent shall carry out this  
23 Order in compliance with all local, State, and federal requirements, including but not  
24 limited to requirements to obtain permits and to-assure worker safety.

25                   9.8. Endangerment during Implementation: In the event that the  
26 Department determines that any circumstances or activity (whether or not pursued in  
27 compliance with this Consent Order) are creating an imminent or substantial  
28 endangerment to the health or welfare of people on the site or in the surrounding area  
or to the environment, the Department may order Respondent to stop further  
implementation for such period of time as needed to abate the endangerment. Any

1 deadline in this Consent Order directly affected by a Stop Work Order under this section  
2 shall be extended for the term of such Stop Work Order.

3           9.9. Liability: Nothing in this Consent Order shall constitute or be  
4 construed as a satisfaction or release from liability for any conditions or claims arising  
5 as a result of past, current, or future operations of Respondent, except as provided in  
6 this Consent Order. Notwithstanding compliance with the terms of this Consent Order,  
7 Respondent may be required to take further actions as are necessary to protect public  
8 health welfare or the environment.

9           9.10. Site Access: Access to the Site shall be provided at all reasonable  
10 times to employees, contractors, and consultants of the Department, and any agency  
11 having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right  
12 of entry or inspection that any agency may otherwise have by operation of any law. The  
13 Department and its authorized representatives may enter and move freely about all  
14 property at the Site at all reasonable times for purposes including but not limited to:  
15 inspecting records, operating log and contracts relating to the Site; reviewing the  
16 progress of Respondent in carrying out the terms of this Consent Order; and conducting  
17 such tests as the Department may deem necessary. Respondent shall permit such  
18 persons to inspect and copy all records, documents, and other writings, including all  
19 sampling and monitoring data, in any way pertaining to work undertaken pursuant to this  
20 Consent Order.

21           9.11. Sampling, Data, and Document Availability: Respondent shall permit  
22 the Department and its authorized representatives to inspect and copy all sampling,  
23 testing, monitoring, and other data generated by Respondent or on Respondent's behalf  
24 in any way pertaining to work undertaken pursuant to this Consent Order. Respondent  
25 shall allow the Department and its authorized representatives to take duplicates of any  
26 samples collected by Respondent pursuant to this Consent Order. Respondent shall  
27 maintain a central depository of the data, reports, and other documents prepared  
28 pursuant to this Consent Order. All such data, reports, and other

documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Consent Order. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

9.12. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 12.3, in carrying out activities pursuant to this Consent Order, nor shall the State California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

9.13. Incorporation of Plans and Reports: All plan schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated in this Consent Order upon approval by the Department.

9.14. Extension Requests: If Respondent is unable to perform any activity or submit any document within the time required under this Consent Order, the Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

9.15. Extension Approvals: If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

## PAYMENTS

10. Respondent shall pay the Department a total of \$30,000 as a penalty. The payments shall be paid in four (4) quarterly payments of \$7,500. The quarterly installments of \$7,500 each are due and payable as follows: on March 1, 2005; June 1,

2005; September 1, 2005; and December 1, 2005. Any installment payment that is received by the Department more than 15 days after it is due will be subject to a \$250 penalty, such penalty shall be paid by Respondent no later than the due date of the next installment payment. If Respondent is late in making two (2) payments, or fails to make a full installment payment within thirty (30) days of its due date, then the Department, at its option, may declare the entire balance of the outstanding penalty due and owing. If Respondent fails to make any payment timely as provided above, Respondent agrees to pay interest thereon at the rate established pursuant to Health and Safety Code section 25360.1. Respondent further agrees to pay all costs and attorney's fees incurred by the Department in pursuing the collection of any sums the payment of which becomes delinquent hereunder. Respondent's checks shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control  
Accounting Office  
1001 I Street, 21st floor  
P.O. Box 806  
Sacramento, California 95812-0806

A photocopy of the check shall be sent:

Ms. Pearl Lattaker, Esq.  
Department of Justice  
300 South Spring Street, Suite 5212  
Los Angeles, California 90013

Ms. Debra Schwartz, Staff Counsel  
Office of Legal Counsel  
Department of Toxic Substances Control  
1011 North Grandview Avenue  
Glendale, California 91201

Ms. Florence Gharibian, Chief  
Southern California Branch  
Statewide Compliance Division  
Department of Toxic Substances Control  
1011 North Grandview Avenue  
Glendale, California 91201

1 OTHER PROVISIONS

2 11.1. Additional Enforcement Actions: By agreeing to this Consent Order,  
3 the Department does not waive the right to take further enforcement actions, except to  
4 the extent provided in this Consent Order.

5 11.2. Penalties for Noncompliance: Failure to comply with the terms of this  
6 Consent Order may subject Respondent to civil penalties and/or punitive damages for  
7 any costs incurred by the Department or other government agencies as a result of such  
8 failure, as provided by Health and Safety Code section 25188 and other applicable  
9 provisions of law.

10 11.3. Parties Bound: This Consent Order shall apply to and be binding  
11 upon Respondent and its officers, directors, agents, receivers, trustees, employees,  
12 contractors, consultant: successors, and assignees, including but not limited to  
13 individuals, partners, and subsidiary and parent corporations, and upon the Department  
14 and any successor agency that may have responsibility for and jurisdiction over the  
15 subject matter of this Consent Order.

16 13.4. Effective Date: The effective date of this Consent Order is the date it  
17 is signed by the Department.

18 13.5. Integration: This agreement constitutes the entire agreement  
19 between the parties and may not be amended, supplemented, or modified, except as  
20 provided in this agreement.

21 Notices under this paragraph are subject to paragraph 10.2.

22 Dated: February 23, 2005

23 Original signed by John Shubin  
24 John Shubin, President  
25 Industrial Oil Service Corp.

26 Dated: March 2, 2005

27 Original signed by Florence Gharibian  
28 Florence Gharibian, Chief  
Southern California Branch  
Statewide Compliance Division  
Department of Toxic Substances Control